

**CITY OF KIRKLAND
REQUEST FOR PROPOSALS
GRAPHIC DESIGN SERVICES FOR RECREATION BROCHURE
JOB #09-11-IT**

BACKGROUND

The City of Kirkland Parks and Community Services Department publish a Recreation & Program Brochure twice during the course of a calendar year. There is a Spring/Summer publication and a Fall/Winter publication which are used by the greater community to select recreational activities and programs to participate in. The publication is distributed to the Kirkland community and City staff prepares the document for posting to the City's website.

SCOPE OF WORK

The City of Kirkland is interested in awarding a professional services agreement for the City's Recreation & Program Brochure for the latter half 2011 & all of 2012. The Brochure is published twice a year; each publication averages 80 pages and is distributed by U.S. Mail services. There is a 4 page glossy cover/back that is a part of the 80 page average. The interior pages are two-tone. All proposals should include:

1. The initial proposal shall be for a term of two years, and shall include a renewal option of two additional one year periods. Maximum term will be four years. Pricing shall be firm and fixed for the term of the initial two year Professional Services Agreement.
2. Any inflationary changes to cost must be proposed in writing to the City Finance Department, Purchasing Division and to the Information Technology Department, Multimedia Division, at the time of renewal and accepted by the City in writing.
3. Supplier will provide all personnel, equipment, supplies and transportation necessary to perform graphic design services as outlined in the scope of work. If additional items are needed, include all appropriate pricing details; use the extra or miscellaneous charges section of Exhibit A Quote Response Sheet, to add them.
4. The City of Kirkland reserves the right to evaluate the production of any or all of the brochures, and to rescind the award if quality, value and performance do not meet the satisfaction of the City.
5. All quotations should include state sales tax, itemized separately. Please make sure that pricing for each element of service that you provide is included. The current publication can be viewed on the City of Kirkland website <http://www.ci.kirkland.wa.us> although there may be layout and formatting changes at any time.
6. The City of Kirkland is a PC based organization with a PC based design group that works in Adobe Creative Suite. Brochure files must be saved in PC format and in the native application and with version CS5. All graphics are preferably vector artwork. If artwork is a photo/image, they are to be medium to high resolution (200 dpi minimum). Do not embed graphic/photo files into the documents. Cover design/artwork should always include high resolution photography (large format with at least 300 dpi). If Contract Designer works

- on an Apple platform, the brochure files must include fonts (Open or TrueType faces) and links that are compatible with PC environment as well.
7. Contract Graphic Designer must have a selection of stock photo files and art available for use at no extra cost. The City desires ethnic diversity in the use of photos and art. If there is an extra cost, please note that in your pricing. Digital photos will be provided for some programs to incorporate into the Brochure. Photos may be black and white or color prints.
 8. Contract Graphic Designer consults with staff and designs layout of publication based on past issues and general direction provided by Parks and Community Services staff. Layout is completed using desktop publishing techniques. Color separation and a printer-ready disk are prepared for the printer.
 9. **An established production scheduled is in place.** The Contract Graphic Designer meets three times with city staff to walk through each page and submits three working drafts as we approach the final product. (See Attachment A- Production Schedules). City staff submits hard and electronic copies to designer. All Drafts are submitted back in PDF files for proofing and correction, until the Brochure is approved for sending to Printer.
 10. Brochure files will be provided to the City's Multimedia Senior Design Specialist and Provide PDF files for city website posting once design is completed. Brochure Web PDFs must be saved as separate sections in their respective brochure category and be optimized for web (saved with links intact and at a reduced file size).
 11. Project dates: Contract Designer usually has about 7 weeks to complete the Recreation Brochure with a proofing and production schedule to be mutually agreed upon with Brochure Coordinator in advance. The dates provided in the schedules found in Attachment A are approximate in order to give Designers an idea of our productions schedule.
 12. Include a list of five customer references having a similar scope of work as specified in this Request for Proposal.
 13. Describe any additional services you can provide which have not been listed in the scope of work.

QUALIFICATIONS

Contract Designer must have a minimum of 3 years professional design experience showing proficiency using Adobe Creative Suite specifically Adobe InDesign. Designer must be comfortable working with long documents and style sheets within InDesign. An Associate degree/certification in graphic design or related field is preferred.

CONTRACT

Contractor and the City will execute a standard City of Kirkland Professional Services Agreement (Attachment C).

TIMELINE

RFP issued March 15th

Questions due by 5:00 pm, April 18th

Proposals due by 4:00pm May 2nd

Interviews are tentatively scheduled for the week of May 23rd.

Contract work begins in June 2011

SUBMISSION REQUIREMENTS

1. A resume or statement of qualifications.
2. Examples of work or ability to view an on-line portfolio
3. Three to five professional references.
4. A fee schedule including hourly rates, miscellaneous fees and other anticipated expenses.
5. Completed Noncollusion Affidavit (Attachment D)

SELECTION CRITERIA

Proposals will be evaluated to determine the consultant or firm best suited to complete the project based on qualifications, experience and pricing including:

- Qualifications and experience as provided in a resume or statement of qualifications.
- Ability to effectively communicate and conduct presentations.
- Cost of annual contract.
- Reference checks.

SUBMISSION INSTRUCTIONS

Proposals are due in the office of the City's Purchasing Agent no later than 4:00 pm Pacific time.

Proposals may be submitted in MS Word or PDF format by email to bscott@ci.kirkland.wa.us (Do not submit proposals as a Zip file.)

Proposals may be mailed or delivered to:

City of Kirkland
Attn: Purchasing Agent, Job #09-11-IT
123 5th Avenue
Kirkland, WA 98033

QUESTIONS

Questions regarding the scope of work are to be addressed to Brenda Cooper at bcooper@ci.kirkland.wa.us and are to be submitted by April 18th. Questions received after that time will not be answered. All potential bidders submitting questions will receive all of the questions submitted and their answers.

Questions regarding the RFP process are to be addressed to Barry Scott, Purchasing Agent, at bscott@ci.kirkland.wa.us.

Attachment A

Sample Brochure Production Schedule Spring/Summer 2011

	Selling Ads to Outside Agencies	Current
	All information and artwork due from internal sources to Contract Designer 10:00am	Tuesday, January 11 # Rose Hill Room
DRAFT 1	Contract Designer delivers first draft to Parks	Tuesday, January 25
	Parks delivers first draft edits back to Contract Designer 10:00am	Tuesday, February 1 # Rose Hill Room
DRAFT 2	Contract Designer delivers second draft to Parks	Tuesday, February 8
	Parks delivers second draft edits back to Contract Designer 10:00am	Wednesday, February 16 # Council Chambers
DRAFT 3	Contract Designer delivers third (final) draft to Parks	Tuesday, February 22
	Parks delivers last edits/changes back to Contract Designer	Thursday, February 24 Send Via Email to Mavis
FINAL DRAFT	Contract Designer delivers final proof to Parks	Monday, February 28
	PREPRESS Contract Designer gets file to Printer Courier sends material to 505 for approval	Tuesday, March 1 Friday, March 4
TO PRINTER	Courier pick-up of accepted proof at 505 sends to printer	Friday, March 4
TO POST OFFICE	Printer delivers to Post Office	Friday, March 18
IN HOMES	Registration Begins	Monday, March 21
	PROGRAMS BEGIN (Monday after Spring Break)	Monday, April 4

Holiday January 17 (Martin Luther King Day)

Mid Winter Break February 17, 18, 21

Holiday February 21 (President's Day)

No School Day March 18

Spring Break March 28, 29, 30, 31, April 1, 2011

Attachment A**Brochure Production Schedule
Fall 2011/Winter 2012****DRAFT**

	Selling ads to Outside Agencies	Current
	All information and artwork due from internal sources to Contract Designer 10:00am TBA	Wednesday, June 15
DRAFT 1	Contract Designer delivers first draft back to Parks, Mike Metteer distributes draft to his Outside Agencies	Monday, June 27
	Parks delivers first draft edits back to Contract Designer 10:00am TBA	Thursday, July 7
DRAFT 2	Contract Designer delivers second draft to Parks, Mike Metteer distributes draft to his Outside Agencies	Wednesday, July 13
	Parks delivers second draft edits to Contract Designer 10:00am TBA	Tuesday, July 19
DRAFT 3	Contract Designer delivers third proof to Parks	Friday, July 23
	Parks delivers Final Edits to Contract Designer via email to Mavis	Tuesday, July 26
FINAL DRAFT	Contract Designer Delivers Final to Parks	Wednesday July 27
	PREPRESS Contract Designer gets file to Printer and Courier sends material to 505 for approval	Friday, July 29 Tuesday, August 2
TO PRINTER	Delivery to Printer	Tuesday, August 2
TO POST OFFICE	Printer delivery to the Post Office	Monday, August 15
IN HOMES	Post office delivery/In Homes	Wednesday, August 17
	Registration Starts	August 17

Attachment B

**2012/2013
Parks & Recreation Brochure
Bid Response Sheet**

Graphic Design Cost per Page to consult, design, layout, & produce per Response Requirements and Format items identified on Invitation for Bid:

Spring/Summer: 80 pages \$_____ per page, Sub-Total Price: \$_____

Fall/Winter: 80 pages: \$_____ per page, Sub-Total Price: \$_____

Additional Misc. Design Production Cost per Season: _____
_____ Price:\$_____ per page, Sub-Total Price: \$_____

Additional Misc. Design Production Cost per Season: _____
_____ Price:\$_____ per page, Sub-Total Price: \$_____

Additional Misc. Design Production Cost per Season: _____
_____ Price:\$_____ per page, Sub-Total Price: \$_____

Additional Misc. Design Production Cost per Season: _____
_____ Price:\$_____ per page, Sub-Total Price: \$_____

Total Price per Season: Spring/Summer, 80pages, \$_____

Total Price per Season: Fall/Winter, 80 pages, \$_____

(No Sales Tax included)

Comments/Notes:

All costs for developing proposals in response to this RFP are the obligation of the Graphic Designer, and are not chargeable to the City. All proposals and accompanying documentation will become property of the City, and will not be returned. Proposals may be withdrawn at any time prior to the published closing date, provided notification is received in writing to the City Purchasing Agent, listed in the RFP. Proposals cannot be withdrawn after the published closing date.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

Company Name: _____ Phone: _____

Fax: _____



PROFESSIONAL SERVICES AGREEMENT

The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and _____, whose address is _____ (hereinafter the "consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment _____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to Consultant in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made

possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Claims-made Coverage

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal

income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to,

_____. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Brenda Cooper, Chief Information Officer

Date: _____

Date: _____

Attachment D

**CITY OF KIRKLAND
NONCOLLUSION AFFIDAVIT**

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the Owner for consideration in the award of a contract for the services described as follows:

Graphic Design Services for Recreation Brochure

FIRM NAME

AUTHORIZED SIGNATURE

Sworn to before me, this _____ day of _____, 2011.

Notary Public
in and for the State of Washington
Residing at _____
My Commission Expires _____